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OF COUNSEL
URBAN A. LESTER

20166-A

JUL 2 1996 4:10 PM

INTERSTATE OF

July 1, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Security Agreement Supplement No. 3, dated as of June 28, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number 20166-A.

The names and addresses of the parties to the enclosed document are:

Debtor: Bangor & Aroostook Railroad Company
Route 2
Bangor, Maine 04401

Secured Party: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

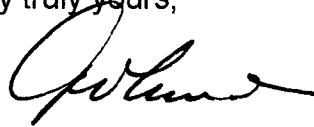
A description of the railroad equipment lease covered by the enclosed document is: the Equipment Lease, dated as of June 28, 1996 between Residual Based Finance Corporation, Lessor, and Bangor and Aroostook Railroad Company, Lessee, filed with the Board under Recordation Number 20166-A

Mr. Vernon A Williams
July 1, 1996
Page 2

Also enclosed is a check in the amount of \$21 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

20166 -A
RECORDATION NO. FILED 1425
July 6 1996 - 1:45 PM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 3

Dated as of 28 June, 1996

between

THE CIT GROUP/EQUIPMENT FINANCING, INC.
Secured Party

and

BANGOR & AROOSTOOK RAILROAD COMPANY,
Debtor

TO THE EXTENT, IF ANY, THAT THIS SECURITY AGREEMENT SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS SECURITY AGREEMENT SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART IDENTIFIED AS ORIGINAL CHATTEL PAPER COUNTERPART EXECUTED BY THE CIT GROUP/EQUIPMENT FINANCING, INC., AS SECURED PARTY, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. §11301 ON _____
_____, 1996 AT _____ M. RECORDATION NUMBER _____

SECURITY AGREEMENT SUPPLEMENT NO. 3

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3 (the "*Supplement*"), dated as of June 28, 1996, is made by and between BANGOR & AROOSTOOK RAILROAD COMPANY, a Maine corporation (together with its successors and assigns, "*Debtor*"), and THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation (together with its successors and assigns, "*Secured Party*").

RECITALS

A. Debtor and Secured Party have entered into that certain Credit Extension Agreement dated as of March 15, 1995 (the "*Credit Extension Agreement*"), that provides, subject to the terms and conditions thereof, for Secured Party to make a Loan to, and enter into a Lease with, Debtor.

B. Debtor and Secured Party have entered into that certain Security Agreement dated as of March 15, 1995 (the "*Security Agreement*") that was recorded with the Interstate Commerce Commission on March 17, 1995 at 11:00 a.m. and given Recordation Number 19299-A, pursuant to which, Debtor granted a security interest in the Collateral therein described to secure all of Debtor's Obligations (as defined therein).

C. Debtor and Secured Party desire to supplement the Security Agreement by adding to the list of equipment leases in which Debtor holds a leasehold interest (as set forth in Schedule 2 thereto) reference to that certain Equipment Lease, dated as of June 28, 1996 between Residual Based Finance Corporation, as lessor, and Debtor, as lessee (the "*Residco II Lease*").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

SECTION 1. Definitions.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings given to such terms in the Credit Extension Agreement.

(b) Unless otherwise defined herein, all terms defined in Article 9 of the Uniform Commercial Code in effect as of the date hereof in the State of Maine are used herein as therein defined.

SECTION 2. Supplement to Security Agreement. Schedule 2 to the Security Agreement is hereby supplemented by adding to the list of equipment leases in which Debtor holds a leasehold interest, the following reference to the Residco Lease, immediately following the last equipment lease listed in said Schedule 2 (that is, "20. Railroad Car Lease Agreement

dated as of June 4, 1996 between Radnor Rail, Ltd., Lessor, and Bangor & Aroostook Railroad Company, Lessee."):

"21. Equipment Lease dated as of June 28, 1996 between Residual Based Finance Corporation, Lessor, and Bangor and Aroostook Railroad Company, Lessee".

SECTION 3. Reference to and Effect on the Security Agreement.

(a) On and after the date of this Supplement, each reference in the Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Security Agreement in the other Operative Agreements, shall mean a reference to the Security Agreement as supplemented hereby. All of the terms, provisions and conditions of the Security Agreement are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Supplement. This Supplement, the Security Agreement, the Credit Extension Agreement and the other documents referred to in the Credit Extension Agreement embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.


(b) Except as specifically supplemented above, the Security Agreement and all other Operative Agreements, shall remain in full force and effect and are hereby ratified and confirmed. Without limiting the generality of the foregoing, the Security Agreement and all Collateral described therein do and shall continue to secure the payment of all obligations of BAR under the Credit Extension Agreement as supplemented hereby and under the other Operative Agreements.

(c) The execution, delivery and effectiveness of this Supplement shall not operate as a waiver of any right, power or remedy of Secured Party under the Credit Extension Agreement and all other Operative Agreements.

SECTION 4. Reference to and Effect on the Security Agreement. This Supplement may be amended only by an agreement in writing duly executed by the parties hereto. The headings of the paragraphs of this Supplement are for convenience only and do not constitute a part of this Supplement. This Supplement shall be governed by, and construed and enforced in accordance with the laws of the State of Maine. This Supplement shall be binding upon the parties hereto and their successors and assigns. This Supplement may be executed in several counterparts, each of which when executed and delivered shall be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BANGOR & AROOSTOOK RAILROAD
COMPANY, a Maine corporation

By: 
Name: Robert T. Schmidt
Title: President & CEO

THE CIT GROUP/EQUIPMENT
FINANCING, INC., a New York corporation


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**BANGOR & AROOSTOOK RAILROAD
COMPANY, a Maine corporation**

By: _____
Name: _____
Title: _____

**THE CIT GROUP/EQUIPMENT
FINANCING, INC., a New York corporation**

By: 
Name: SUSAN M. MCGEE
Title: VICE PRESIDENT

DISTRICT OF COLUMBIA

)
) ss
)

On this 28th day of June, 1996, before me personally appeared Robert T. Schmitt to me personally known, who being by me duly sworn, says that he/she is President/CEO of BANGOR & AROOSTOOK RAILROAD COMPANY, a Maine corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

PATRICIA VAIL DELLONTE


Notary Public, District of Columbia

My Commission Expires September 14, 1999

My Commission Expires: _____

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this ____ day of _____, 1996, before me personally appeared Suzanne H. Heber, to me personally known, who being by me duly sworn, says that he/she is the Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: July 25, 1998

ALAN H. STEIN
Notary Public, State of New York
No. 60-4934726
Qualified in Westchester County
Certificate filed in New York County
Commission Expires July 25, 1998